

To:

Clerk of the Court

United States District Court for the Eastern District of Pennsylvania

Byrne Federal Courthouse

601 Market Street

Philadelphia, PA 19106-1797

Cc:

Audet & Partners, LLP

Michael McShane, Esquire

221 Main Street, Suite 1460

San Francisco, CA 94105

Berger & Montague, P.C.

Shanon J. Carson, Esquire

H. Laddie Montague, Jr., Esquire

1622 Locust Street

Philadelphia, PA 19103

In re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270

From: Chris Dale, Nancy Karls, and family

To all members involved in resolving existing litigation regarding settling cases due to defective fiber cement siding I would like to kindly object to the settlement offered by CertainTeed. I have recently built and home and invested in a product that CertainTeed promoted as a superior product with up to a 50-year warranty. My home that I invested life savings into now has a product that is defective and failing in under one-tenth of its warrantied lifespan. This is for a product claimed to be superior but in many regards is inferior to even the least expensive plastic siding. Whether it be due to misrepresentation of the product, faulty production, or faulty processing I am now faced with the very expensive proposition of residing the rear of my home.

CertainTeed has offered to replace all the affected siding, which I appreciate and would expect for a company that would have any decency to stand behind a product. However the settlement falls far short of the costs that I now have to incur due the company's product failure. The cash settlement offered is woefully inadequate compared to even the original cost as seen the provided receipt. With either situation my family stands to lose. We are simply asking the court and the company to recognize that this situation creates a burden both in regards to time, resources, and money that far exceeds providing replacement siding. I would kindly ask that the settlement be adjusted to simply cover the additional costs of removing and reinstalling the siding, trim, as well as disposing of the defective material. My builder has taken extra time to travel to give a reasonable estimate and I am asking for no more than simple reimbursement for expenses. There is likely going to be additional costs as with all construction scenarios that are unexpected and that is understandable and I would expect to have to

spend some money either way as I stated before. I have included pictures of the home to give you an idea of our home. A home we also by the way trusted CertainTeed for their roof shingles as well.

Thank you so much for your consideration and time. Having family obligations including my one-year-old adopted twins would preclude me from travelling to appear at the Final Approval Hearing. My mailing address is also the address of the affected property.

Sincerely,
Chris Dale
W14130 Crestview Drive
Prairie du Sac, WI 53578
608-370-6533 (home) 608-213-7520 (cell)
cpdale@yahoo.com

Addendum: Previous installation costs were approximately 10,000
I would assume removal and reinstallation would be
somewhat more than twice, in addition to material
and disposal costs. Furthermore, I am not
sure I want more defective siding replaced so
I would prefer cash settlement to replace with
siding of my choice. A fair settlement may be in
the ballpark of \$30-35,000. Thanks

Chris Dale

Consumer Services
CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: fcwarranty@certainteed.com

11/5/2013

CertainTeed
SAINT-GOBAIN

Chris Dale
W14130 Crestview Drive
Prairie Du Sac, WI 53578

RE: Incident # 00200408

Dear Chris Dale:

We received your information and apologize for any inconvenience this situation may have caused. We understand the pride our customers take in the appearance of their property and thank you for choosing CertainTeed WeatherBoards™ fiber cement siding. The information provided indicates you are experiencing a concern of **cracking**. In this instance, we have found the material to be justified for replacement on the **back wall** of the property.

Warranty Information: The CertainTeed WeatherBoards™ Fiber Cement Siding Limited Warranty includes SureStart Protection™ that covers replacement siding and labor for a period of 2 years from the date of the original installation for the original property owner. Upon expiration of SureStart Protection™, the limited warranty covers only the siding on a prorated basis. In this instance, the claim was initiated with our company in October 2013 and the original installation date has been reported as February 2008. Therefore, SureStart Protection™ expired in February 2010 and any labor costs incurred are not covered. You are entitled to a prorated amount of siding based on your installation date. However, in order to assist in resolving your claim, we have decided to offer you the options below to choose the resolution that best meets your needs. These options are the **maximum allowable** resolutions under the terms of the limited warranty.

☐ **Replacement Siding Option:** We will authorize replacement for 153 pieces of 7-1/4" CertainTeed WeatherBoards™ Cedar Lap Siding Primed in the prefinished color Sand. Please note the replacement siding will be covered under a continuation of the original warranty. Since your SureStart Protection has expired, the limited warranty provides for a prorated amount of replacement siding based on the date of installation. However, in the interest of resolving your claim, we will authorize siding to fully replace the affected walls. Understand that due to the applicable limited warranty coverage, you would be responsible for all costs related to the removal, disposal and replacement of the siding. If you select this option please notify our office using any of the contact information at the top of this page indicating that you prefer to proceed with this option. **IMPORTANT:** This option will expire one (1) year from the date of this letter.

☐ **Refund for Siding Option:** We will provide you a cash settlement for the affected material in the amount of **\$1,568.25**. The cash settlement amount is equal to the original cost of the siding per your original invoice(s). If you have not provided us with your original invoice for the siding, we have calculated the reasonable cost of the siding based on the date of your installation. **If this Option is selected, you must sign, and have witnessed, the attached Release that releases CertainTeed from any further responsibility for the siding on the affected walls as noted above.** *Note: After we receive the completed Release in our office, please allow us 3-5 weeks to process the paperwork to have your check issued.*

Should you have any questions about the options we have listed here, please contact us.

Sincerely,



Keith Mangold
Consumer Services Representative

Consumer Services**CertainTeed Corporation**

803 Belden Road

Jackson, MI 49203

Toll Free: 800.999.3654

Email: fcwarranty@certainteed.com

11/5/2013

CertainTeed
SAINT-GOBAIN

RELEASE OF DISPUTED CLAIM

Incident #: 00200408

Background

This Release of a disputed claim is entered into by Chris Dale ("Claimant(s)") in favor of CertainTeed Corporation, Saint-Gobain Corporation, and any and all affiliates, (collectively "Company").

On or about February 2008, Claimant(s) purchased, applied or installed CertainTeed WeatherBoards™ fiber cement siding and/or accessories on the building/home/property located at W14130 Crestview Drive, Prairie Du Sac, WI 53578.

Claimant(s) own(s) the building/home/property referenced above.

Claimant(s) allege(s) that the siding and/or accessories is/are defective on these walls of the property: back wall.

The parties desire to resolve and settle this disputed claim.

Release

1. Claimant acknowledges the acceptance and sufficiency of One Thousand Five Hundred Sixty Eight Dollars and Twenty Five Cents (\$1,568.25) (the "Settlement Funds") as settlement of this claim.

2. In exchange for Company's payment of the Settlement Funds, Claimant(s) hereby remise(s), release(s), and forever discharge(s) Company, its officers, agents, employees, predecessors, successors, parent companies, and assigns, from any and all manner of actions, causes of action, warranty claims, contract actions, suits, debts, attorneys' fee or consultant fee claims, accounts, damages, including property damage and personal injuries, judgments, claims and demands of every nature whatsoever against Company which Claimant(s) now have/has or ever had or which may hereafter arise, or which the predecessors, successors, heirs, executors, administrators or assigns of Claimant(s) ever have or had or may in the future have arising out of or in any way related to Claimant(s) purchase, application or use of the siding and/or accessories on the above-referenced building/home/property.

3. The sum cited herein is the sole and only consideration for this Release.

4. Claimant(s) agree(s) that the terms of this Release are not an admission of liability by Company, and acknowledge(s) that Company has expressly denied all liability to Claimant(s) but has agreed to provide the aforementioned consideration to resolve the Disputed Claim.

5. Claimant(s) agree(s) that to the extent Company receives a demand for money via subrogation arising out of this Disputed Claim from one or more of Claimant's(s') insurance carriers, Claimant(s) agree(s) to use the money provided by Company to pay and/or reimburse the insurance carrier(s) to offset any such demand for subrogation.

6. Claimant(s) agree(s) to indemnify and hold harmless Company, and provide a defense to Company with counsel chosen by Company, from and against any claims, demands, suits, or other causes of action, including claims alleging that Company was negligent, which in any way arise out of or are related to the Disputed Claim.

7. Claimant(s) agree(s) to keep all terms of this Release confidential. Claimant(s) shall not disclose any terms of this Release to anyone, except pursuant to a Court order or written consent by an authorized representative of Company. Claimant(s) acknowledge(s) that Company has reserved the right to seek damages from Claimant(s) for breach of this provision.

8. This Release between Company and Claimant(s) is the entire agreement. Any amendment to this Release must be in writing, must specifically refer to this Release, and must be signed by a duly authorized representative of each of the parties.

9. Signatory(ies) certify(ies) s/he/they (i) has/have read this Release, (ii) are fully authorized to enter into this Release, (iii) are the lawful owners of the building/home/property referenced above, and (iv) fully understand(s) all of the terms and conditions of this RELEASE OF DISPUTED CLAIM.

By: _____
Signature of Owner

Witness: _____
Signature of Witness

Print Name: _____

Print Name: _____

Date: _____

Date: _____

By: _____
Signature of Owner or Spouse, if any

2nd Witness¹: _____
Signature of 2nd Witness, if necessary

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Est. Fair Mkt. Land 70,500	Est. Fair Mkt. Improvements 522,800	Est. Fair Mkt. 593,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes	School taxes reduced by school levy tax credit 918.37
-------------------------------	--	---------------------------	---	--

Taxing Jurisdiction	2009 Est. State Aids Allocated Tax District	2010 Est. State Aids Allocated Tax District	2009 Net Tax	2010 Net Tax	% Tax Change
State of Wisconsin	0	0	102.31	100.70	-1.6%
Columbia County	217,683	223,755	2,754.51	2,780.03	0.9%
Town of West Point	109,470	111,987	858.48	881.98	2.7%
Sauk Prairie School	1,587,160	1,610,189	4,638.19	4,908.13	5.8%
MATC	71,512	77,057	791.57	875.01	10.5%
Total	1,985,825	2,022,988	9,145.06	9,545.85	4.4%
		First Dollar Credit	-65.00	-67.75	4.2%
		Lottery and Gaming Credit	0.00	0.00	0.0%
		Net Property Tax	9,080.06	9,478.10	4.4%


When paying on or before January 31, 2011 Make Check Payable to: TOWN OF WEST POINT LONNA ZEMAN, TREASURER N2114 RAUSCH RD LODI, WI 53555	Full Payment Due On or Before January 31, 2011 \$9,478.10	O T H E R
	First Installment Due On or Before January 31, 2011 \$4,739.05	
When paying after January 31, 2011 Make Check Payable to: Columbia County Treasurer PO Box 198 Portage, WI 53901	Second Installment Due On or Before July 31, 2011 \$4,739.05	
	Payments after 1/31 can be made to Columbia County using: www.officialpayments.com <small>There will be a nominal fee charged for this service.</small>	

*pd 1/31/2011
by check*

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2011
\$9,478.10

Warning: If not paid by due date, installment option is lost and total tax is delinquent & subject to interest & penalty (See Reverse).

Bill Number: 529286



IMPORTANT: For recorded legal description, contact the Register of Deeds. See reverse side for more information

Sec. 19, T10N, R7E 0.790 ac
LT 14 LENERZ SELWOOD FARM PT

Parcel #11040 944.014
Christopher P Dale
Karls, Nancy
W14130 Crestview Drive
Prairie du Sac WI 53578

M.E.I.

Municipal Engineering &
Inspection Services, Inc.

Final Inspection of: W14130 CREST VIEW DR

Contractor/Owner: SKYLINE CONST/ C. DALE

This is to certify that the above structure substantially conforms to all applicable state and local building codes. Approval is hereby given to occupy the structure.

BOB DRIVES 4/16/08
Building Inspector, Town of WEST POINT

StateFarm State Farm Fire and Casualty CompanyP.O. Box 82542
Lincoln, NE 68501-2542

L-05- 6407-FA12 H W F

002391 0001

DALE, CHRISTOPHER &
KARLS, NANCY
W14130 CRESTVIEW DR
PR DU SAC WI 53578-9547ST.
0204-0000

Location: Same as Mailing Address

SFPP No: 1039079705

Loss Settlement Provisions (See Policy)A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B**Forms, Options, and Endorsements**

Homeowners Pol	FP-7955.MW
Increase Dwlg up to \$210,980	OPT ID
Jewelry and Furs \$1,500/\$2,500	OPT JF
Back-Up Dwell/Listed Property	FE-5706.4
Earthquake Excl Masonry Veneer	FE-7300.4
Homeowners Policy Endorsement	FE-3548
Amendatory Endorsement	* FE-2356

*Effective: FEB 11 2014

RENEWAL CERTIFICATE

POLICY NUMBER 49-BA-T673-3

Homeowners Policy
FEB 11 2014 to FEB 11 2015

BILLED THROUGH SFPP

Coverages and Limits**Section I**

A Dwelling	\$1,054,900
Dwelling Extension Up To	105,490
B Personal Property	791,175
C Loss of Use	Actual Loss Sustained

Deductibles - Section I

Other Losses	2,500
Except 2% Earthquake	

Section II

L Personal Liability	\$100,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	5,000

Annual Premium	\$2,061.00
-----------------------	-------------------

Premium Reductions

Utility Rating Credit	407.00
Home/Auto Discount	998.00
Claim Record Discount	669.00

Inflation Coverage Index: 211.8

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

We are required by Wisconsin Law to inform you that if your payment is not received within 12 days after the due date, a notice will be sent stating the effective date of any cancellation for nonpayment.

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

Thanks for letting us serve you. We appreciate our long term customers.

6725 401B 1
Agent JIM MARSDEN CLU

Telephone (608) 643-8528

Moving? See your State Farm agent.
See reverse for important information.

Prepared DEC 05 2013

138-3076 f.8 10-11-2010 (0113089c)

N * NP,DR,61

REP


Charter
 COMMUNICATIONS

1-888-GET CHARTER
DROP BURY FORM

Customer Name: Nancy Kails

Resident Address: W 14130 Crestview Dr. **FA**

City/Town/Village: Prairie Du Sac State: WI. Zip: 53576

Township: _____

Account #: 8245117830001392

Phone: 608-370-6533 Alt. # _____ 48-Hr. Call Ahead ☐

Replace ☐ Prebury ☐ Temp On-Site ☒

Schedule Date: _____

Date given to Contractor: _____

Workorder# _____

Completion Date: _____

Approx. Bury Schedule Date within 30 Days of Date Laid Excluding Winter and BORES: Spring

DROP FOOTAGE 175'

D/W BORE ☐ Yes ☒ No _____ Footage

SHOW NORTH

St./Road/BORE ☐ Yes ☒ No _____ Footage

S/W BORE < 4' ☐ Yes ☒ No



Diagram of Lot(s)

CUSTOMER RESPONSIBILITY TO LOCATE

Sprinkler System ☒ Yes ☐ No

Invisible Fence ☐ Yes ☒ No

Private Utilities ☐ Yes ☒ No

Fenced Yard ☐ Yes ☐ Locked? ☒ No

Other (specify) _____

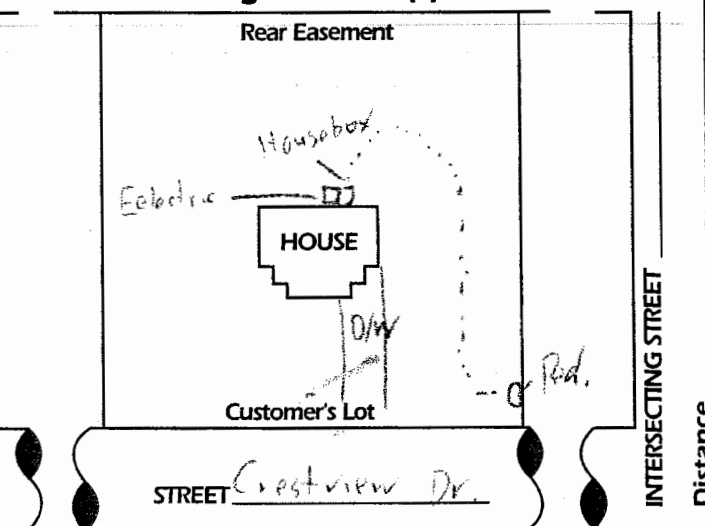
*Customer Signature

Special Instructions/Notes 86-1" underground

Adjacent Addresses: _____

INTERSECTING STREET

Distance



Denote:

1. Pedestal or pole location with existing plant, tap numbers and ports. Show ped/pole relationship to nearest cross street.
2. Complete house address with city and account number
3. Show north
4. Show drop routing and indicate aerial or underground

I understand that Charter Communications will be installing a cable line to my house. I am aware that this cable line will eventually be buried, but will be above ground prior to that time. Charter Communications has informed me that the cable line will therefore be lying on my property for some time prior to its burial, and has requested that I exercise caution and remain away from the cable line and to instruct any other individuals who might be on my property to take the same precautions. I hereby agree to exercise caution, to remain away from the cable line, and to instruct any other individuals who might be on my property to take the same precautions. I also expressly release, defend and indemnify Charter Communications and its owners, subsidiaries, successors, officers, directors, agents, assigns, employees and insurers from any and all direct or indirect liability arising out of the cable line's presence on my property prior to its burial.

I understand it is my responsibility to accurately mark and provide to Charter a detailed diagram of any privately owned underground service lines or facilities I may have (electronic dog fence, gas line septic or water, power lines, sprinkler system). I understand also that I am responsible for any damage occurring to unmarked or inaccurately marked privately owned service lines.

*Customer Signature: _____

Date: _____

Tech Signature: _____ Tech # 0042

Date: 11/24/13

Invoice



Skyline Custom Construction Inc.
6104 Hwy. 78
Mazomanie, WI 53560-
Phone: Fax:

Inv. Date	10/2/2007	Contact	Schadler, Phil	Cust ID	6
WO ID	151	Terms	30 net	Date Finished	
Date Rec'd	10/2/2007				

Schadler	Description	Dale/Karls
6104 Hwy 78		
Mazomanie, WI 53560-		

Materials:

Labor:

Subtotal	\$0.00
Sales Tax	\$0.00
Workorder Total	\$0.00
Total Payments	\$7,020.00
Amount Due	(\$7,020.00)

Siding balance=\$5200.00 Bobcat=\$440.00 Tractor=\$110.00 lift
 rental=\$1000.00 Brush removal=\$90.00 Misc. labor and cleanup=
 \$180.00 TOTAL \$7020.00

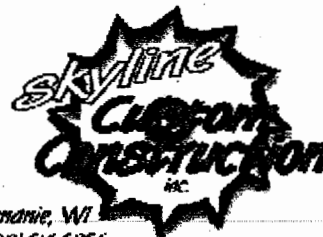
\$7,020.00-

OK to pay
 10/2/2007
[Signature]

Tuesday, October 02, 2007

Page 1 of 1

Invoice



Skyline Custom Construction Inc.
6104 Hwy. 78
Mazomanie, WI 53560-
Phone: Fax:

Inv. Date	5/10/2007	Contact	Schadler, Phil	Cust ID	6
WO ID	134	Terms	30 net	Date Finished	5/9/2007
Date Rec'd	5/10/2007				

Schadler
6104 Hwy 78
Mazomanie, WI 53560-

Description

Dale/Karls
cat walk, deck, stucco wrap install,

Materials:

Labor:

Subtotal	\$0.00
Sales Tax	\$0.00
Workorder Total	\$0.00
Total Payments	\$10,110.00
Amount Due	(\$10,110.00)

catwalk labor-\$800.00 deck-\$1740.00 stucco wrap install-\$450.00
grading-\$260.00 framing changes and extras-\$810.00 1st siding draw-\$5000.00 soffit and fascia install-\$1050.00 TOTAL \$10,110.00

91

ok to pay 5.15.2007
CM
James D. Karls

Thursday, May 10, 2007

Page 1 of 1

LAWRENCE
Center1923 MARKET STREET • CROSS PLAINS, WISCONSIN 53005
PHONE: (608) 798-3321 • 1 (800) 327-3177

PAGE 1 Dup	INVOICE	DATE 04/09/07	NUMBER 09533
------------------	---------	------------------	-----------------

LOUIS SAEMAN'S SONS INC Since 1876

Invoice No: 04231

Customer: SC037

Ship to:

ORIGINAL COPY

SCHADLER, PHIL
6104 HWY. 78
MAZOMANIE, WI. 53560

KARLS/DALE RESIDENCE
W14130 CRESTVIEW DRIVE-SELWOOD
PRAIRIE DU SAC, WI 53578

SalesID	Slsman	Job No	Cust. P.O.	Terms	StaTax	LocTax	Term
9	9	1	NEW HO	10% 10th Month Net30	WI	13	1

Line	Quantity	Description	Product	Unit Price	Amount Tx
** P.O. No: 07263 **					
3	334 PC	7-1/4 X 12' SAND CDR LAP SDNG	7Cs000043	10.250 PC	3,423.50 TTD
4	8 PC	2X2 - 12' SAND I.S. CMNT CRNR	7Cs000044	12.450 PC	99.60 TTD
5	55 EA	5/4X4-16' OYSTER TECH TRIM BD	7Cs000045	30.950 EA	1,702.25 TTD
6	1 BOX	5# SAND 2-1/2" FBRCMNT NAILS	7Cs000046	21.750 BOX	21.75 TTD
7	1 BOX	5# OYSTER 2-1/2" FBRCMNT NLS	7Cs000047	21.750 BOX	21.75 TTD
8	24 TBE	#455(SAND) 10.2 OZ OSI CAULK	4Cs000050	5.250 TBE	126.00 TTD
9	12 TBE	#320(OYSTER) 10.2 OZ OSI CAULK	4Cs000051	5.250 TBE	63.00 TTD
Subtotal					5,457.85
5.000% WI State Tax					272.89
0.500% 13 Local Tax					27.29
Total					5,758.03

Received By: _____

Thank You - We Appreciate Your Business !

All charges are due on the tenth of the month following purchase.

FINANCE CHARGES after 30 days on unpaid balance - 1 1/2% per month or 18% ANNUAL PERCENTAGE RATE.

RETURN GOODS & CLAIMS MUST
BE ACCOMPANIED BY THIS BILL.

CertainTeed Fiber Cement Siding Litigation
c/o BMC Group, Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007
www.CertainTeedFiberCementSettlement.com

CERTAINTEED FIBER CEMENT SIDING CLASS ACTION SETTLEMENT CLAIM FORM

CER00003BCF16

1005775



To speed processing, please fill out the form in blue or black ink, using block letters, with one letter in each square, as shown:

A	B	C	D	1	2	3	4
---	---	---	---	---	---	---	---

I. CLAIMANT INFORMATION

Name

First

C h r i s

Last

D a l e

Co-owner's Name

First

Last

Current Address

Apt. Number

W 1 4 1 3 0 C r e s t v i e w D r i v e

City

State

Zip Code

P r a i r i e d u S a c

W I

5 3 5 7 8

Telephone Number (Daytime)

6 0 8 - 3 7 0 - 6 5 3 3

Telephone Number (Evening)

6 0 8 - 3 7 0 - 6 5 3 3

Telephone Number (Cellular)

6 0 8 - 2 1 3 - 7 5 2 0

Fax Number

Email Address

c p d a l e @ y a h o o . c o m

Co-owner's Current Address (If different from Claimant):

Street Address

Apt. Number

City

State

Zip Code

If Claimant is other than an individual, state the name and capacity of the person completing this form (Officer, Partner, etc.)

Do you consent to receive official information about the claim via email?



Yes



No

INSTRUCTIONS

How to determine whether to submit this Claim Form for your claim.

- You should submit this claim form if you believe that your CertainTeed Fiber Cement Siding meets the criteria for Qualifying Damage set forth in the Settlement Agreement. The Settlement Agreement, including the criteria for determining eligibility for a remedy, can be found on the website, www.CertainTeedFiberCementSettlement.com. To find out if your Fiber Cement Siding meets the criteria for Qualifying Damage and for more information about whether you are eligible to file a claim, see the attached Notice or visit the website and access the "Claim Eligibility" tab, or call the Claims Administrator at (855) 332-3413.

Claim Form Due Date.

Claim Forms are due six years after the Effective Date. (But if you sold the house or other building, you must file within 180 days of the later of the Settlement's Effective Date or the closing of your sale). Claim Forms postmarked (or if not mailed, received) after the due date will be denied, unless you request a Claim Form prior to the due date, but receive it after the due date, in which case you will be granted another 60 days to complete and return your Claims Package from the date when the form was mailed to you. A Claim Form received by the Claims Administrator will be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with these instructions. In all other cases, a Claim Form will be deemed to have been submitted when actually received by the Claims Administrator.

How to complete this Claim Form.

1. All questions *must* be answered. Please type or print your responses in ink. Use "N/A" when the question does not apply. You must respond to any request for additional information; if you fail to respond, your claim may not be processed, and you will forfeit important rights. The more complete the Claim Form, the more quickly your claim can be processed.
2. Please keep a personal copy of the Claim Form and all enclosures. **Do not submit your only copy of the supporting documents.** Materials submitted will not be returned. All copies of documentation submitted in support of this claim should be clear, legible, and complete.
3. To support your claim as requested in this form, please submit as many color photographs as necessary. Paper copies must be photo-quality color pictures; do not submit black-and-white photocopies. Photographs may also be submitted on CD or DVD labeled with your claim number.
4. Place the completed Standard Claim Form, and all the photographs and other supporting documentation, together in an envelope so they do not become damaged or lost.

Then send the envelope to the following address:

CertainTeed Fiber Cement Siding Litigation
c/o BMC Group, Settlement Administrator
P.O. Box 2007
Chanhassen MN 55317-2007

You may submit your Claim Form and enclosures via email to the following email address: claims@CertainTeedFiberCementSettlement.com.

Failure to provide any of the items listed above will delay the processing of your claim. If you have a question or need to contact the Claims Administrator, email info@CertainTeedFiberCementSettlement.com, call (855) 332-3413, or write to the address above.

Please notify the Claims Administrator of any change of address that occurs after you submit your claim.

What to expect after you submit your Claim Form.

1. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation were delivered, please use a shipping method that provides delivery confirmation. You should be aware that it will take time to fully process all of the claims and to administer the settlement. This work will be completed as promptly as time permits, given the need to investigate and evaluate each Claim Form.
2. The Claims Administrator will evaluate all of the information and documentation that you submit in order to determine your eligibility for benefits under the settlement. The Claims Administrator will contact you to request additional information if the information you provided is insufficient to process your claim.

Please be assured that we are committed to processing your claim in a fair and timely manner. For additional information about the settlement, please visit www.CertainTeedFiberCementSettlement.com.

PROPERTY TYPE:

What type of property is the Siding installed on:

- ☒ Single-family residence ☐ Apartment Building ☐ Commercial
☐ Condominium ☐ Duplex ☐ Other (describe: _____)

When was the building built? 2007

List the name of the development, neighborhood, or subdivision where the property is located:

Selwood**OTHER CLAIMS:**

Did you or any prior owner ever make a warranty claim to CertainTeed regarding the Siding, before making this claim?

☒ Yes ☒ No *NR 10/13*
If yes, provide your warranty claim number: # 00200408 - just submitted and received offerWhen was the claim made? 10 / 13
month/year *but did not accept*Did CertainTeed send you a written offer to settle your claim? ☒ Yes ☐ NoHave you signed a release with CertainTeed regarding your current claim? ☐ Yes ☒ NoWas the property the subject of an insurance claim regarding the Siding? ☐ Yes ☒ No

If yes, provide the insurance claim number: # _____

When was the claim made? 1 / N/A
month/year

To whom was the claim made? _____

How much money was received? _____

III. INSTALLATION, CONDITION, AND IDENTIFICATION OF FIBER CEMENT SIDING**INSTALLATION:**What type of CertainTeed Fiber Cement Siding is installed on your building? Sand coloredWhen was the Siding installed? 10 / 07
month/year

Indicate whether the Siding was installed during original construction of the structure or later, by checking one of the following:

☒ Installed when structure was originally built☐ Installed later

Provide the name and address of the builder or contractor who installed the Siding.

Name

SKYLINE CONSTRUCTION

Street Address

6104 HWY 78

City

Mazomanie

State

WI

Zip Code

53560

AMOUNT OF SIDING INSTALLED ON PROPERTY:

Total square feet of property approximately 5200

Total square feet of Siding on the property see saeman invoice → 334 pieces of 7 1/4 x 12'

Total square feet of Siding that is damaged all of it

Total square feet of each structure on the property as above. One structure/home on property

Measurement of the footprint of the property house 26ft by 35ft

The number of stories the property has 3

Note: You may submit measurements for each wall to assist the Claims Administrator's determination of the measurements. Claimants who do not provide such detailed measurements may not obtain review of the measurements by the Independent Claims Reviewer.

CONDITION OF THE SIDING:

Describe your specific concern with the Siding and specify the areas of the siding where those concerns are manifested:

The siding is warping, cracking, fading, shrinking,
peeling, bowing

I am unable to use the scale because much of the damage is two
stories up or on the third story of my home.

PHOTOGRAPHING THE DAMAGE:

In addition, provide photographs using the measurement scale on this form. The scale is located on page 5 of this form. The settlement defines Qualifying Damage in part by reference to the amount of shrinkage, delamination, cracking and warping or bowing. The shrinkage refers to the joint where the ends of two boards meet on a wall or where the board abuts or ends against a window frame, door frame or trim. Use the "3/16" scale mark to measure shrinkage at the point where boards meet. Use the "5/16" scale to measure shrinkage at places where windows, door or trim meet the boards. The "1/2" scale mark on this form should be used to measure the warping and buckling of the board. To photograph cracking or delamination you do not need to use the scale, but only take pictures of the cracked or delaminated portion of the siding.

The easiest way to see these scales is to hold the scale (or a photocopy of the scale) directly adjacent to the area of shrinking or warping/buckling and take a picture. If it helps, tape the scale to a firm surface, like a piece of cardboard. You can also use a ruler or any other clearly marked measuring device. You can ask a local contractor to assist you.

REPAIR / REPLACEMENT HISTORY:

Have you repaired or replaced your Siding? ☐ Yes ☒ No

If you answered yes, describe the repairs made below, including the date of repair:

SCALE: 3/16" 5/16" 1/2"

 You must provide credible evidence (a) that the siding that is the subject of the claim is CertainTeed Fiber Cement Siding; (b) of the quantity of Siding; (c) of the date of installation; and (d) that the Siding meets the criteria for Qualifying Damage under the Agreement.

IMPORTANT: Each submitted document must be labeled with the assigned Claim Number and Claimant Name. Photographs must also be labeled to identify the area shown.

PLEASE CHECK OFF EACH BOX BELOW TO INDICATE WHETHER YOU ARE ENCLOSING THE DOCUMENT(S) DESCRIBED BY THE LANGUAGE NEXT TO EACH BOX. YOU MAY HAVE DOCUMENTS THAT SATISFY MORE THAN ONE BOX; IF SO A SINGLE COPY OF THE DOCUMENT IS SUFFICIENT.

☒ Documentation of product identification.

Acceptable documentation, would include reliable and contemporaneous documentary proof of purchase and installation of the Siding, such as an invoice from a third party and evidence of payment; or a prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that the Siding on the structure is CertainTeed Fiber Cement Siding. In some cases, photographs of the siding may be sufficient to establish that the Siding installed on the property is CertainTeed Fiber Cement Siding. Bids and estimates are not acceptable.

☒ Documentation of date of installation.

Documentation that may show the date of installation would include: a dated invoice for installing the Siding from a third party; a certificate of occupancy or final building inspection; or a Building Permit. The Building Permit should be available by contacting your local township office. Bids and estimates from third parties for siding installation are **not** acceptable.

☒ Documentation of quantity of Siding panels.

Acceptable documentation would be the original receipt showing the date and quantity of materials purchased, or the contractor's invoice at the time of application. Photographs of the building sufficient to establish the size of the area covered by Siding may be accepted if other documentation is not available. *Saemans lumber receipt*

☒ Documentation of the condition of the Siding.

Please submit photographs in each category specified below.

In general, try to make sure that the photographs are sufficient to establish the condition of the Siding in sufficient detail and quality to allow the Claims Administrator to evaluate whether and how much of your Siding has Qualifying Damage under the Agreement, and to determine the nature and extent of any affected areas.

☒ **Sufficient** photographs to show the entire structure (front and back) from the ground level, and from a distance sufficient to show the entire structure.

☒ **A minimum of two** photographs of each wall of Siding showing the condition of the Siding. Such photographs should include close-up pictures of the problem.

☒ **One** photograph showing the building number on the building or on a mailbox in front of the building.

☒ **One or more** photographs showing a close-up of the problem.

INSPECTION:

If the property must be inspected, do you wish to be present for the inspection? ☒ Yes ☐ No

If **yes**, please provide convenient times to call to schedule the inspection and the telephone numbers and email addresses that are best to use for scheduling:

*Call any time Cell phone 608-213-7520 or
 email @ cpdale@yahoo.com*

IV. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (*mandatory*):

- ☒ SUBMISSION TO JURISDICTION OF COURT. Claimant agrees to submit to the exclusive jurisdiction of the U. S. District Court for the Eastern District of Pennsylvania for all purposes associated with this Claim.
- ☒ VERIFICATION OF CLAIM AND WARRANTY. Claimant represents and warrants that the information, enclosures, and supporting documentation submitted herewith are true, correct, and accurate. Claimant specifically warrants that Claimant is the rightful and only owner or assignee of the claim submitted and has not otherwise transferred or encumbered any right or interest in this Claim and/or right or entitlement arising from the settlement to any person.
- ☒ RELEASE. I acknowledge the release set forth in the Settlement Agreement. In addition, in consideration of the benefits provided by the settlement, and subject to various paragraphs contained in the Agreement, I, on behalf of myself and my agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Persons as defined as CertainTeed Corporation and any of its subsidiaries, parent companies, successors, predecessors, affiliates, assigns or divisions, and any current or former officer, director, employee or shareholder of CertainTeed, and any person or entity that distributed the Siding. If the Siding remains on the structure when the structure is sold, I further agree to advise the subsequent purchaser of the property of the remedy received and Release and make such other appropriate disclosure as may be required by applicable local, provincial, and state laws regarding the purchase and sale of the property. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

"Settled Claim" means each and every claim of liability, including relief under federal law or the law of any state, which arises out of the malfunction or failure of performance of Siding applied during the Class Period, including without limitation all claims or liability on account of or related to damage to Siding. It further includes all claims for penalties, consequential damages, punitive damages, exemplary damages, statutory damages, special damages, damages based upon a multiplication of compensatory damages, court costs, or attorneys' fees or expenses, which might otherwise have been made in connection with any claim relating to damage to the Siding itself.

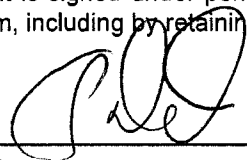
Settled Claim does not include: (1) any claims for damages to the interior part of a building beneath the house wrap (weather barrier) suffered on account of damage to the Siding; (2) any claims which do not arise from the Siding's malfunction or failure of performance; (3) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; (4) claims against installers of the Siding in their role as installers rather than sellers; or (5) obligations incurred by CertainTeed in settlements it has made with class members prior to the Effective Date of the Agreement.

V. CERTIFICATION

All the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

All photographs I have supplied show images that are typical of the damage to the Siding for which I seek compensation.

This document is signed under penalties of perjury. By my signature below, I also authorize the Claims Administrator to verify the claim, including by retaining an inspector to inspect the Siding on the Property.



Signature of Owner

M	M	D	D	Y	Y	Y	Y
1	1	2	0	2	0	1	3

Date Signed